

AMENDMENT NUMBER ONE
TO AN AGREEMENT
BETWEEN
THE CITY OF FRISCO, TEXAS (CITY)
AND
ALLIANCE GEOTECHNICAL GROUP (CONSULTANT)
FOR
PROFESSIONAL ENGINEERING SERVICES

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 292-5016

and the Consultant: **Alliance Geotechnical Group**
3228 Halifax Street, Suite A
Dallas, Texas 75247
Telephone: (972) 444-8889
Facsimile: (972) 444-8893

for the following Project: **Construction Materials Testing and Engineering
Inspections Services for the Frisco Sports Village**

The City and the Consultant agree as set forth below.

THIS AMENDMENT NUMBER ONE is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and Alliance Geotechnical Group, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein the "Amendment Number One."

WHEREAS, the City and Consultant entered into that certain agreement for professional engineering services to perform construction materials testing and engineering inspections services for the Frisco Sports Village, dated May 20, 2008, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City and Consultant desire to amend the Agreement for the purpose of reducing the scope of the Project (defined in the Agreement) to be

performed by Consultant; modifying the Project schedule (defined in the Agreement) to extend the number of days that Consultant has in order to complete the portions of the Project; revising the Consultant's Fee (defined in the Agreement) to reflect the reduction in the scope of the Project; revising the amount of the Consultant's Fee (defined in the Agreement) allocated towards the completion of the Record Documents for the Project; and revising the amount of the Consultant's Fee (defined in the Agreement) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR") , which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as "Amendment Number One;" and

WHEREAS, the City and Consultant desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant do mutually agree as follows:

1. **Amendment to Agreement, Article 1, Section 1.3, Schedule of Work.**
Article 1, Section 1.3 of the Agreement is hereby amended as follows:

"1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than ~~January 31, 2009~~ **March 31, 2009.**"

2. **Amendment to Agreement, Article 3, Section 3.1, Consultant's Compensation.** Article 3, Section 3.1 of the Agreement is hereby amended as follows:

"3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a hourly basis and a unit-cost basis, for an amount not to exceed ~~Eighty Eight Thousand Nine Hundred Twenty-Six and 00/100 Dollars (\$88,926.00)~~ **Seventy-Three Thousand Nine Hundred and 00/100 Dollars (\$73,900.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B.""

3. **Amendment to Agreement, Article 3, Section 3.1.1, Completion of Record Documents.** Article 3, Section 3.1.1 of the Agreement is hereby amended as follows:

"...3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Consultant's Fee, or ~~Four Thousand Four Hundred Forty-Six and 00/100 Dollars (\$4,446.00)~~ **Three Thousand Six Hundred Ninety-Five and 00/100 Dollars (\$3,695.00)**. The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement."

4. **Amendment to Agreement, Article 3, Section 3.1.4.6, TDLR Notice of Substantial Compliance.** Article 3, Section 3.1.4.6 of the Agreement is hereby amended as follows:

"...3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of the corrective modifications. City and Consultant agree that the final five percent (5%) of Consultant's Fee, or ~~Four Thousand Four Hundred Forty-Six and 00/100 Dollars (\$4,446.00)~~ **Three Thousand Six Hundred Ninety-Five and 00/100 Dollars (\$3,695.00)** shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project."

5. **Amendment to Agreement, Exhibit "A," Scope of Services.** Exhibit "A" of the Agreement is hereby amended as follows:

"I. PROJECT DESCRIPTION.

The Project consists of an indoor sportsplex totaling approximately 145,000 square feet located on a 10.66 acre tract within a thirty-three (33) acre master plan along Frisco Street. The City shall construct and develop and own for public

purposes the following facilities (the "Facilities"), each designed for a minimal useful life of forty (40) years, on the Project Land:

- A. Indoor Sports Facility – An indoor sports facility (the "Sports Facility") with at least 145,000 gross square feet constructed with first-class quality and look of finishes and materials; **and providing**
- B. Parking Facilities – Surface parking facilities to support the Indoor Sports Facility.
- C. Civil Infrastructure Improvements – Project includes the construction of a public thoroughfare (Sports Village Boulevard) for the site development from Frisco Street to John Elliott Road; ~~the construction of water improvements and the construction of sanitary sewer improvements.~~

II. TASK SUMMARY, BASIC SERVICES. ...

~~...C. Task Three, Professional Services Relating to the Small Building—~~

- ~~3.1 Mass Grading / Wall Backfill Testing and Inspection — Includes soil sampling for moisture density relationship and Atterberg limits, as well as performing field density testing and fill placement observations.~~
- ~~3.2 Interior Utility Backfill Testing and Inspection — Includes soil sampling for moisture density relationship and Atterberg limits, as well as performing field density testing and observations on utility backfill. Concrete testing will also be performed on cast in place storm inlets, manholes, and box culverts. Where necessary, a utility release letter will be issued and signed by our professional engineer after the completion of utility installation.~~
- ~~3.3 Pier Inspection and Testing — Drilled pier inspection with a geotechnical engineer present at the start of drill pier operations. Inspection includes bearing strata verification, pier depth and diameter measurements as well as reinforcing steel and concrete inspections.~~
- ~~3.4 Concrete and Reinforcing Steel Inspection and Testing — Includes reinforcing steel and post-tension tendon pre-pour inspection and checking concrete forms for dimension and cleanliness. Concrete placement is observed and concrete is tested for slump. Air content, temperature, unit weight and samples for compression testing. Post-pour concrete inspection is performed to check for irregularities and cracks. Post-tension elongation~~

~~observations include the marking of tendons as well as taking measurements.~~

~~3.5 Masonry Inspection and Testing — Includes preconstruction testing of mortar, grout and concrete masonry units. During construction mortar, grout and concrete masonry units will be tested for compliance. Reinforcing steel observations will also be performed.~~

~~3.6 Structural Steel — Shop Inspection — On an as-needed basis, structural steel fabrication observations can be performed on structural steel columns, beams, welds and various connection elements.~~

~~3.7 Structural Steel — Field Inspection — Includes structural steel observations on field welded elements, bolted connections, anchor bolts, metal floor decking and welded studs. Also included are inspections of metal roof decking and welds for cast in place precast panel connections.~~

~~3.8 Roofing Inspection and Testing — On an as needed basis, Consultant can perform roofing inspections services if requested by the City in writing.~~

D. Task Four Three, Completion of Record Documents – City and Consultant agree that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials related to the Scope of Services defined in Exhibit "A" shall collectively comprise the Record Documents for the Project.

III. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES.

A. Additional Services not included in the existing Scope of Services – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following: ...

~~... 6. Items and/or quantities in excess of that as stated in Exhibit "A," Paragraph II, Section C — The unit rates are based on the following assumptions by Consultant:~~

~~6.1 Pier drilling to be completed in six (6) days using one (1) drill rig;~~

- ~~6.2 Slab on grade to be completed in one (1) concrete placement;~~
- ~~6.3 Tilt walls to be completed in two (2) placements;~~
- ~~6.4 Structural Steel erection to be completed in two (2) weeks;~~
- ~~6.5 Masonry to be completed in two (2) weeks;~~
- ~~6.6 Slab leave-outs to be completed in two (2) placements.~~

IV. DELIVERABLES.

- A. **Required Deliverables** – At the completion of Tasks One (1) through ~~Four (4)~~ **Three (3)**, Consultant shall ensure the delivery of the following products to the City: ...

... V. PROJECT LABOR ALLOCATION. ...

Task	Subtask	Labor Hours and Qty. of Materials
TASK 3, Subtask 3.1	<ul style="list-style-type: none"> * Moisture / Density Relationship of Soils (ASTM D-698) (\$140.00 per unit) * Atterberg Limits (\$40.00 per unit) * In-Place Density Test for Wall Backfill (1 test per 100 lf per lift) (\$15.00 per unit) * Select Fill PI Verification (\$40.00 per unit) * Sr. Engineering Tech to perform testing (\$35.00 per hour) * * Project Manager (\$75.00 per hour) * * Geotechnical Project Manager (\$88.00 per hour) * * Vehicle Charge (\$25.00 per trip) 	<ul style="list-style-type: none"> 1.0 unit 1.0 unit 24.0 units 6.0 units 24.0 hours 2.0 hours -- 6.0 trips
TASK 3, Subtask 3.2	<ul style="list-style-type: none"> * Moisture / Density Relationship of Soils (ASTM D-698) (\$140.00 per unit) * Atterberg Limits (\$40.00 per unit) * In-Place Density Test (ASTM D2922) (3 min per trip) (\$15.00 per unit) * Sr. Engineering Tech to perform testing (\$35.00 per hour) * * Project Manager (\$75.00 per hour) * * Utility Release Letter (as needed) * * Vehicle Charge (\$25.00 per trip) 	<ul style="list-style-type: none"> 1.0 units 1.0 units 16.0 units 16.0 hours 1.0 hour -- 4.0 trips

Task	Subtask	Labor Hours and Qty. of Materials
TASK 3, Subtask 3.3	* Full-time engineer technician for Pier Observations (regular time) (\$35.00 per hour) *	48.0 hours
	* Full-time engineering technician for Pier Observations (overtime) (\$52.50 per hour) *	18.0 hours
	* Concrete Test Cylinders (4 cyl per set) (\$13.00 per unit)	24.0 units
	* Geotechnical Project Manager (\$88.00 per hour) *	6.0 hours
	* Project Manager (\$75.00 per hour) *	2.0 hours
	* Vehicle Charge (\$25.00 per trip)	8.0 trips
TASK 3, Subtask 3.4	* Concrete Mix Design Review (\$75.00 per unit)	--
	* Reinforcing Steel Inspection (\$35.00 per hour) *	12.0 hours
	* Concrete Inspection and Testing (regular time) (\$35.00 per hour) *	76.0 hours
	* Concrete Inspection and Testing (overtime) (\$52.50 per hour) *	22.0 hours
	* Concrete Test Cylinder Structural (4 cyls per 100 cyd) (\$13.00 per unit)	56.0 units
	* Grout Test Cubes for Base Plates (3 cubes per set) (\$13.00 per unit)	24.0 units
	* Project Manager (\$75.00 per hour) *	4.0 hours
	* Vehicle Charge (\$25.00 per trip)	23.0 trips
TASK 3, Subtask 3.5	* Grout Compression Test Cylinder (4 per set) (\$13.00 per unit)	4.0 units
	* Mortar Test Cubes (3 samples per set) (\$13.00 per unit)	3.0 units
	* Masonry Prisms for each Masonry type (3 prisms per set) (\$45.00 per unit)	3.0 units
	* Masonry Inspection (\$35.00 per hour) *	16.0 hours
	* Project Manager (\$75.00 per hour) *	2.0 hours
	* Vehicle Charge (\$25.00 per trip)	4.0 trips
TASK 3, Subtask 3.6	* Shop Inspection by CWI (5 hour min/trip) (\$49.50 per hour) *	--
	* Ultrasonic Testing by CWI (\$57.50 per hour) *	--
	* Project Manager (\$75.00 per hour) *	--
	* Vehicle Charge (\$25.00 per trip)	--

Task	Subtask	Labor Hours and Qty. of Materials
TASK 3, Subtask 3.7	* Field Inspection by CWI (5 hour min/trip) (\$47.50 per hour) * * Ultrasonic Testing by CWI (\$57.50 per hour) * * Project Manager (\$75.00 per hour) * * Vehicle Charge (\$25.00 per trip)	20.0 hours -- 2.0 hours 4.0 trips
TASK 3, Subtask 3.8	* Roofing Inspection (\$45.00 per hour) * * Project Manager (\$75.00 per hour) * * Vehicle Charge (\$25.00 per trip)	-- -- --

"

6. Amendment to Agreement, Exhibit "B," Compensation Schedule / Project Billing / Project Budget. Exhibit "B" of the Agreement is hereby amended as follows:

"I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
May 20, 2008	--	City executes Agreement and Issues Notice to Proceed to Consultant.
June 3, 2008	--	Consultant's receipt of fully executed Agreement.
June 30, 2008	\$ 10,560.00 <u>\$ 8,354.70</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.
July 31, 2008	\$ 10,560.00 <u>\$ 7,213.98</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.
August 31, 2008	\$ 10,560.00 <u>\$ 3,573.50</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.
September 30, 2008	\$ 10,560.00 <u>\$ 8,510.47</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.

MONTH, DATE, YEAR	DOLLAR AMOUNT		TASK COMPLETED
October 31, 2008	\$ 10,560.00	<u>\$ 8,510.47</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.
November 30, 2008	\$ 10,560.00	<u>\$ 8,510.47</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.
December 31, 2008	\$ 10,560.00	<u>\$ 8,510.47</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.
January 31, 2009	\$ 10,560.00	<u>\$ 8,510.47</u>	Tasks 1 through 3 <u>Tasks 1 and 2</u> as requested and as previously approved by City; ongoing to completion.
<u>February 27, 2009</u>	<u>\$ 8,510.47</u>		<u>Tasks 1 and 2 as requested and as previously approved by City; ongoing to completion.</u>
-- <u>March 31, 2009</u>	<u>\$ 4,446.00</u>	<u>\$ 3,695.00</u>	<u>Task Four Three, Completion of Record Documents.</u> (5% of Consultant's Fee)
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	\$ 88,926.00	<u>\$ 73,900.00</u>	--

I. PROJECT BUDGET SUMMARY.

A. Basic Services.

1. Description of Basic Services.

a. Professional Services Relating to Civil Infrastructure Improvements.	\$ 38,475.00	
b. Professional Services Relating to the Indoor Sports Arena.	\$ 31,730.00	
<u>c. Professional Services Relating to the Small Building.</u>	<u>\$ 14,275.00</u>	<u>\$ 0.00</u>
d. Completion of Record Documents.	<u>\$ 4,446.00</u>	<u>\$ 3,695.00</u>

2. Total Basic Services (Not-To-Exceed) **\$ 88,926.00** **\$ 73,900.00**

B. Special Services.

1. *Total Special Services (Not-To-Exceed)* \$ 0.00

C. Direct Expenses.

1. *Total Direct Expenses (Not-To-Exceed)* \$ 0,000.00

D. Project Budget, Grand Total (Not-To-Exceed) \$ ~~88,926.00~~ \$ 73,900.00."

7. **Complete Agreement.** This Amendment Number One constitutes the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Amendment Number One may not be amended, supplemented, and/or modified except by written amendment duly executed by both parties.
8. **Counterparts.** This Amendment Number One may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment Number One. A facsimile signature will also be deemed to constitute an original if properly executed.
9. **Controlling Agreement.** To the extent any provision contained herein conflicts with the Agreement, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement.
10. **Defined Terms / Ratification of Agreement.** Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.
11. **Authority to Execute.** The individuals executing this Amendment Number One represent and warrant that they are empowered and duly authorized to so execute this Amendment Number One on behalf of the parties they represent.
12. **Entire Agreement / Amendment Number One.** This Amendment Number One, and the Agreement embody the entire agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.

13. **Venue.** The Agreement and Amendment Number One shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
14. **Assignment.** This Amendment Number One may not be assigned except as authorized in the Agreement.
15. **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2008-2009 fiscal year. City will give Consultant sixty days (60) notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2008-2009 fiscal year unless and until such funds are budgeted.

IN WITNESS HEREOF, the parties have executed this Amendment Number One to the Agreement, and caused this Amendment Number One to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY

The City of Frisco, Texas

By: _____

George Purefoy

Title: City Manager

CONSUTLANT

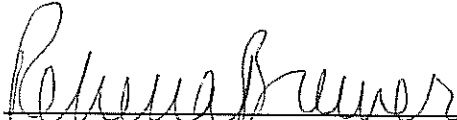
Alliance Geotechnical Group

By: _____

Frank Shirazi

Title: Principal

APPROVED AS TO FORM:



Abernathy, Roeder, Boyd and Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2008.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF Canon:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **FRANK SHIRAZI**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9 DAY OF OCTOBER, 2008.

John Evans Eaglen

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 10-26-2010

